

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

INTERSTATE COMMERCE COMMISSION

Date MAY 23 1980

Fee \$ 10.00

ICC Washington, D. C.

RECORDATION NO. 11780-D Filed 1425

MAY 29 1980 12 00 PM

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DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN

May 28, 1980

Amendment Agreement Dated as of March 1, 1980
Amending Conditional Sale Agreement Filed under
Recordation No. 11780 and
Lease Filed under Recordation No. 11780-B

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Chicago and North Western Transportation Company, for filing and recordation counterparts of the following document:

Amendment Agreement (B) dated as of March 1, 1980, among Chicago and North Western Transportation Company, as Lessee, Hartford National Bank and Trust Company, as Trustee, Mercantile-Safe Deposit and Trust Company, as Agent, and General Motors Corporation (Electro-Motive Division), as Builder.

The Amendment Agreement amends a Conditional Sale Agreement and a Lease of Railroad Equipment, both dated as of March 1, 1980, previously filed and recorded with the Interstate Commerce Commission on May 13, 1980, at 10:05 a.m., Recordation Numbers 11780 and 11780-B, respectively.

The Amendment Agreement amends the Conditional Sale Agreement and the Lease to change the quantity of equipment and their road numbers found on Annex B to the

Counterparty
Robert W. Wheeler

Conditional Sale Agreement and Schedule A to the Lease.

* Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 11780-D.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Edward F. Cox

Edward F. Cox
as Agent for Chicago and North
Western Transportation Company

Agatha L. Mergenovich,
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encl.

May 29, 1980

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Edward F. Cox-Agent
Chicago and North Western
Transportation Company
One Chase Manhattan Plaza
New York, New York 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/29/80 at 12:00pm, and assigned re-recording number(s) 11780-D

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 11780-D
Filed 1425

MAY 29 1980 5 00 PM

[CS&M Ref. 2043-966]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT (B) dated as of March 1, 1980, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), HARTFORD NATIONAL BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (B) dated as of December 31, 1979, with BENEFICIAL FINANCE LEASING CORPORATION and INGERSOLL-RAND FINANCIAL CORPORATION (collectively "Owners") and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement (B) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (B) dated as of March 1, 1980 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11780 and 11780-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) dated as of March 1, 1980 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11780-B and 11780-C, respectively;

WHEREAS the road numbers of the Equipment as stated in Annex A to the CSA and Schedule A to the Lease are incorrect, and the parties hereto desire to delete such road numbers and to substitute in lieu thereof the correct road numbers;

WHEREAS the Agent is authorized to execute this Amendment Agreement without the prior written approval of the Investors because this Amendment Agreement could not adversely

affect the interests of the Investors; and

WHEREAS the Owners have authorized and instructed the Trustee to execute this Amendment Agreement;

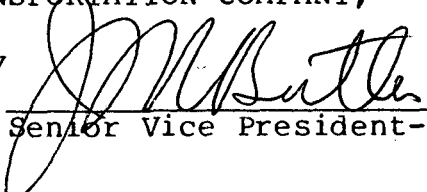
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
4. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.
5. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain unaltered and in full force and effect.
6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

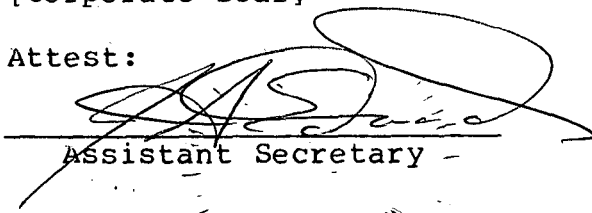
CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by


Senior Vice President-Finance

[Corporate Seal]

Attest:


Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity, but solely
as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

HARTFORD NATIONAL BANK AND TRUST
COMPANY, not in its individual
capacity, but solely as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 27 day of May 1980, before me personally appeared J.M. BUTLER, to me personally known, who being by me duly sworn, says that he is Senior Vice President-Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Lee Puente
Notary Public

[Notarial Seal]

My Commission Expires

LEE SWIONTEK

Notary Public

Cook Co. Illinois

My Commission Expires Oct. 27, 1980

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of May 1980, before me personally appeared , who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of May 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of HARTFORD NATIONAL BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation as Trustee by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF ILLINOIS,))
) ss.:
COUNTY OF COOK,)

On this day of May 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

EXHIBIT A

Annex B to Conditional Sale Agreement*

| <u>Type</u> | <u>Builder's Specifications</u> | <u>Builder's Plant</u> | <u>Quantity</u> | <u>Unit Base Price</u> | <u>Total Base Price</u> | <u>Road Numbers (Inclusive)</u> | <u>Estimated Time of Delivery</u> |
|-------------------|---------------------------------|------------------------|-----------------|------------------------|-------------------------|---------------------------------|-----------------------------------|
| GP-50 locomotives | 8112 | McCook, Illinois | 50 | \$761,000 | \$38,050,000 | CNW 5050 through CNW 5099 | July 1980 through September 1980 |

Place of delivery: Freight yard of Lessee at Proviso, Illinois

* Any unit delivered under Conditional Sale Agreement (A) dated as of the date hereof between the Builder and The Connecticut Bank and Trust Company, as trustee, will not be deemed Equipment subject to or described in this Conditional Sale Agreement (B). Following completion of deliveries, the Vendee and the Builder shall execute an agreement supplemental hereto revising the form of this Annex B to reflect any change herein pursuant to the foregoing.

SCHEDULE A

Specifications of the Equipment*

| <u>Type</u> | <u>Builder</u> | <u>Quantity</u> | <u>Lessee's Identification Numbers (Both Inclusive)</u> |
|-------------------|---|-----------------|---|
| GP-50 locomotives | General Motors Corporation (Electro-Motive Division) | 50 | CNW 5050 through CNW 5099 |

* It is contemplated that certain units of the Equipment will be delivered under Lease of Railroad Equipment (A) and not hereunder. Following completion of deliveries the Lessee and Lessor shall execute an agreement supplemental hereto revising the form of this Schedule A to include only the units subject hereto.

RECORDATION NO. Filed 1425

MAY 29 1980 12 00 PM

INTERSTATE COMMERCE COMMISSION

[CS&M Ref. 2043-966]

AMENDMENT AGREEMENT (B) dated as of March 1, 1980, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), HARTFORD NATIONAL BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (B) dated as of December 31, 1979, with BENEFICIAL FINANCE LEASING CORPORATION and INGERSOLL-RAND FINANCIAL CORPORATION (collectively "Owners") and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement (B) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (B) dated as of March 1, 1980 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11780 and 11780-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) dated as of March 1, 1980 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11780-B and 11780-C, respectively;

WHEREAS the road numbers of the Equipment as stated in Annex A to the CSA and Schedule A to the Lease are incorrect, and the parties hereto desire to delete such road numbers and to substitute in lieu thereof the correct road numbers;

WHEREAS the Agent is authorized to execute this Amendment Agreement without the prior written approval of the Investors because this Amendment Agreement could not adversely

affect the interests of the Investors; and

WHEREAS the Owners have authorized and instructed the Trustee to execute this Amendment Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
4. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.
5. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain unaltered and in full force and effect.
6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by

Senior Vice President-Finance

[Corporate Seal]

Attest:

Assistant Secretary

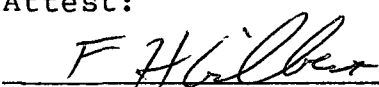
MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity, but solely
as Agent,

by


Assistant Vice President

[Corporate Seal]

Attest:


Corporate Trust Officer

HARTFORD NATIONAL BANK AND TRUST
COMPANY, not in its individual
capacity, but solely as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of May 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Senior Vice President-Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 27th day of May 1980, before me personally appeared R. E. Schreiber, who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires 7-1-82

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of May 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of HARTFORD NATIONAL BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation as Trustee by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF ILLINOIS,))
) ss.:
COUNTY OF COOK,)

On this day of May 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

EXHIBIT A

Annex B to Conditional Sale Agreement*

| <u>Type</u> | <u>Builder's Specifications</u> | <u>Builder's Plant</u> | <u>Quantity</u> | <u>Unit Base Price</u> | <u>Total Base Price</u> | <u>Road Numbers (Inclusive)</u> | <u>Estimated Time of Delivery</u> |
|-------------------|---------------------------------|------------------------|-----------------|------------------------|-------------------------|---------------------------------|-----------------------------------|
| GP-50 locomotives | 8112 | McCook, Illinois | 50 | \$761,000 | \$38,050,000 | CNW 5050 through CNW 5099 | July 1980 through September 1980 |

Place of delivery: Freight yard of Lessee at Proviso, Illinois

* Any unit delivered under Conditional Sale Agreement (A) dated as of the date hereof between the Builder and The Connecticut Bank and Trust Company, as trustee, will not be deemed Equipment subject to or described in this Conditional Sale Agreement (B). Following completion of deliveries, the Vendee and the Builder shall execute an agreement supplemental hereto revising the form of this Annex B to reflect any change herein pursuant to the foregoing.

SCHEDULE A

Specifications of the Equipment*

| <u>Type</u> | <u>Builder</u> | <u>Quantity</u> | <u>Lessee's Identification Numbers (Both Inclusive)</u> |
|-------------------|---|-----------------|---|
| GP-50 locomotives | General Motors Corporation (Electro-Motive Division) | 50 | CNW 5050 through CNW 5099 |

* It is contemplated that certain units of the Equipment will be delivered under Lease of Railroad Equipment (A) and not hereunder. Following completion of deliveries the Lessee and Lessor shall execute an agreement supplemental hereto revising the form of this Schedule A to include only the units subject hereto.

MAY 29 1980 12 00 PM

[CS&M Ref. 2043-966]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT (B) dated as of March 1, 1980, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), HARTFORD NATIONAL BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (B) dated as of December 31, 1979, with BENEFICIAL FINANCE LEASING CORPORATION and INGERSOLL-RAND FINANCIAL CORPORATION (collectively "Owners") and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement (B) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (B) dated as of March 1, 1980 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11780 and 11780-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) dated as of March 1, 1980 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11780-B and 11780-C, respectively;

WHEREAS the road numbers of the Equipment as stated in Annex A to the CSA and Schedule A to the Lease are incorrect, and the parties hereto desire to delete such road numbers and to substitute in lieu thereof the correct road numbers;

WHEREAS the Agent is authorized to execute this Amendment Agreement without the prior written approval of the Investors because this Amendment Agreement could not adversely

affect the interests of the Investors; and

WHEREAS the Owners have authorized and instructed the Trustee to execute this Amendment Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
4. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.
5. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain unaltered and in full force and effect.
6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by

Senior Vice President-Finance

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity, but solely
as Agent,

by

Assistant Vice President

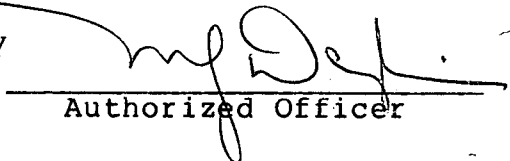
[Corporate Seal]

Attest:

Corporate Trust Officer

HARTFORD NATIONAL BANK AND TRUST
COMPANY, not in its individual
capacity, but solely as Trustee,

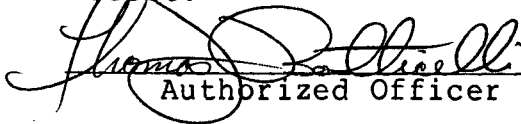
by



Authorized Officer

[Corporate Seal]

Attest:



Authorized Officer

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of May 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Senior Vice President-Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of May 1980, before me personally appeared , who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF CONNECTICUT,)

COUNTY OF HARTFORD,)

ss.: *Hartford*

On this *27th* day of May 1980, before me personally appeared *M. J. D'Angelico*, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of HARTFORD NATIONAL BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation as Trustee by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Camilla A. Rickerson

 Notary Public

[Notarial Seal]

My Commission Expires *3/31/85*

STATE OF ILLINOIS,)

COUNTY OF COOK,)

ss.:

On this day of May 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

 Notary Public

[Notarial Seal]

My Commission Expires

EXHIBIT A

Annex B to Conditional Sale Agreement*

| <u>Type</u> | <u>Builder's Specifications</u> | <u>Builder's Plant</u> | <u>Quantity</u> | <u>Unit Base Price</u> | <u>Total Base Price</u> | <u>Road Numbers (Inclusive)</u> | <u>Estimated Time of Delivery</u> |
|-------------------|---------------------------------|------------------------|-----------------|------------------------|-------------------------|---------------------------------|-----------------------------------|
| GP-50 locomotives | 8112 | McCook, Illinois | 50 | \$761,000 | \$38,050,000 | CNW 5050 through CNW 5099 | July 1980 through September 1980 |

Place of delivery: Freight yard of Lessee at Proviso, Illinois

* Any unit delivered under Conditional Sale Agreement (A) dated as of the date hereof between the Builder and The Connecticut Bank and Trust Company, as trustee, will not be deemed Equipment subject to or described in this Conditional Sale Agreement (B). Following completion of deliveries, the Vendee and the Builder shall execute an agreement supplemental hereto revising the form of this Annex B to reflect any change herein pursuant to the foregoing.

SCHEDULE A

Specifications of the Equipment*

| <u>Type</u> | <u>Builder</u> | <u>Quantity</u> | <u>Lessee's Identification Numbers (Both Inclusive)</u> |
|-------------------|---|-----------------|---|
| GP-50 locomotives | General Motors Corporation (Electro-Motive Division) | 50 | CNW 5050 through CNW 5099 |

* It is contemplated that certain units of the Equipment will be delivered under Lease of Railroad Equipment (A) and not hereunder. Following completion of deliveries the Lessee and Lessor shall execute an agreement supplemental hereto revising the form of this Schedule A to include only the units subject hereto.

RECORDATION NO. Filed 1425

MAY 29 1980 .12 00 PM [CS&M Ref. 2043-966]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT (B) dated as of March 1, 1980, among CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), acting as Agent for certain institutional investors ("Investors"), HARTFORD NATIONAL BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee ("Trustee") under a Trust Agreement (B) dated as of December 31, 1979, with BENEFICIAL FINANCE LEASING CORPORATION and INGERSOLL-RAND FINANCIAL CORPORATION (collectively "Owners") and GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder").

WHEREAS the Trustee and the Builder have entered into a Conditional Sale Agreement (B) dated as of March 1, 1980 (the "CSA"); and the Builder and the Agent have entered into an Agreement and Assignment (B) dated as of March 1, 1980 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11780 and 11780-A, respectively;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment (B) dated as of March 1, 1980 ("Lease"); and the Trustee and the Agent have entered into an Assignment of Lease and Agreement (B) dated as of March 1, 1980 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 13, 1980, and were assigned recordation numbers 11780-B and 11780-C, respectively;

WHEREAS the road numbers of the Equipment as stated in Annex A to the CSA and Schedule A to the Lease are incorrect, and the parties hereto desire to delete such road numbers and to substitute in lieu thereof the correct road numbers;

WHEREAS the Agent is authorized to execute this Amendment Agreement without the prior written approval of the Investors because this Amendment Agreement could not adversely

affect the interests of the Investors; and

WHEREAS the Owners have authorized and instructed the Trustee to execute this Amendment Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
4. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.
5. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain unaltered and in full force and effect.
6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by

Senior Vice President-Finance

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity, but solely
as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

HARTFORD NATIONAL BANK AND TRUST
COMPANY, not in its individual
capacity, but solely as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

P.K. Hughes
Vice President

[Corporate Seal]

Attest:

Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of May 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Senior Vice President-Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of May 1980, before me personally appeared , who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF CONNECTICUT,)
) ss.:
 COUNTY OF HARTFORD,)

On this day of May 1980, before me personally appeared , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of HARTFORD NATIONAL BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation as Trustee by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

 Notary Public

[Notarial Seal]

My Commission Expires

STATE OF ILLINOIS,)
) ss.:
 COUNTY OF COOK,)

On this *27th* day of May 1980, before me personally appeared **B. K. HOGLUND**, to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

A. K. Procki

 Notary Public

[Notarial Seal]

My Commission Expires
 September 18, 1983

EXHIBIT A

Annex B to Conditional Sale Agreement*

| <u>Type</u> | <u>Builder's Specifications</u> | <u>Builder's Plant</u> | <u>Quantity</u> | <u>Unit Base Price</u> | <u>Total Base Price</u> | <u>Road Numbers (Inclusive)</u> | <u>Estimated Time of Delivery</u> |
|----------------------|-------------------------------------|------------------------|-----------------|----------------------------|-----------------------------|-------------------------------------|---|
| GP-50 locomotives | 8112 | McCook, Illinois | 50 | \$761,000 | \$38,050,000 | CNW 5050 through CNW 5099 | July 1980 through September 1980 |

Place of delivery: Freight yard of Lessee at Proviso, Illinois

* Any unit delivered under Conditional Sale Agreement (A) dated as of the date hereof between the Builder and The Connecticut Bank and Trust Company, as trustee, will not be deemed Equipment subject to or described in this Conditional Sale Agreement (B). Following completion of deliveries, the Vendee and the Builder shall execute an agreement supplemental hereto revising the form of this Annex B to reflect any change herein pursuant to the foregoing.

SCHEDULE A

Specifications of the Equipment*

| <u>Type</u> | <u>Builder</u> | <u>Quantity</u> | <u>Lessee's Identification Numbers (Both Inclusive)</u> |
|-------------------|---|-----------------|---|
| GP-50 locomotives | General Motors Corporation (Electro-Motive Division) | 50 | CNW 5050 through CNW 5099 |

* It is contemplated that certain units of the Equipment will be delivered under Lease of Railroad Equipment (A) and not hereunder. Following completion of deliveries the Lessee and Lessor shall execute an agreement supplemental hereto revising the form of this Schedule A to include only the units subject hereto.